

Interim Designation of Agent to Receive Notification
of Claimed Infringement

Full Legal Name of Service Provider: Snapvine, Inc.

Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): _____

Address of Service Provider: 2505 3RD AVE, SUITE 324, SEATTLE, WA 98121

Name of Agent Designated to Receive Notification of Claimed Infringement: JOE HEITZBERG

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):

2505 3RD AVE, SUITE 324
SEATTLE, WA 98121

Telephone Number of Designated Agent: (206) 443-7605

Facsimile Number of Designated Agent: (206) 443-8405

Email Address of Designated Agent: joe@snapvine.com

Signature of Officer or Representative of the Designating Service Provider:

*

Date: 11/20/06

Typed or Printed Name and Title: JOE HEITZBERG, CEO

Note: This Interim Designation Must be Accompanied by a \$80 Filing Fee
Made Payable to the Register of Copyrights.

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SnapVine reserves the right, at its sole discretion, to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Privacy.

SnapVine's current Site privacy statement is located at <http://www.snapvine.com/info/privacy> (*the Privacy Policy*) and is incorporated into these Terms of Use. For inquiries in regard to the Privacy Policy, or to report a privacy related problem, please contact support-inbox@snapvine.com.

Rules and Conduct.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service (including, without limitation, any Content or User Submissions (both as defined below)) is provided only for your own personal, non-commercial use. For purposes of the Terms of Use, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by SnapVine or its partners on or through the Service.

By way of example, and not as a limitation, you shall not to (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content using any communications service or other service available on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of SnapVine or any third party; or
- impersonates any person or entity, including any employee or representative of SnapVine.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by SnapVine in its sole discretion) an unreasonable or disproportionately large load on SnapVine's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (iii) bypass any measures SnapVine may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempts to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder.

You shall abide by all applicable local, state, national and international laws and regulations.

Registration.

As a condition to using Services, you may be required to register with SnapVine and select a password and screen name (*SnapVine User ID*). You shall provide SnapVine with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your SnapVine account. You shall not (i) select or use as a SnapVine User ID a name of another person with the intent to impersonate that person; (ii) use as a SnapVine User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a SnapVine User ID a name that is otherwise offensive, vulgar or obscene. SnapVine reserves the right to refuse registration of, or cancel a SnapVine User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your SnapVine password. You shall never use another user's account without such other user's express permission. You will immediately notify SnapVine in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

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Indemnification.

You shall defend, indemnify, and hold harmless SnapVine, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from your (i) use or misuse of the Service; (ii) your access to the Site, use of the Services, violation of the Terms of Use by you; or, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. SnapVine reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with SnapVine in asserting any available defenses.

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Dispute Resolution.

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and

maintained in printed form. You and SnapVine agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to the Terms of Use or your use of this Site or Services shall be filed only in the state or federal courts located in San Francisco County, California and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

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Digital Millennium Copyright Act Notice.

SnapVine has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The

address of SnapVine's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is SnapVine's policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If you believe that Content residing on or accessible through the SnapVine web site or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that SnapVine is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is SnapVine's policy:

1. to remove or disable access to the infringing Content;

2. to notify the Content provider, member or user that it has removed or disabled access to the Content; and

3. that repeat offenders will have the infringing Content removed from the system and that SnapVine will terminate such content provider's, member's or user's access to the service.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the Content provider, member or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the Content provider, member or user;
2. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
3. A statement that the Content provider, member or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which SnapVine is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, SnapVine's may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at SnapVine's discretion.

Please contact SnapVine's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Joe Heitzeberg,

CEO, Snapvine Inc.

Snapvine address

2505 3rd Ave, Suite 324

Seattle WA, 98121

Phone 206-443-7605

Fax: 206-443-8405

Email: joe@snapvine.com

Contact.

You may contact SnapVine at the following address: 2505 3rd Ave, Suite 324, Seattle WA, 98121